

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sharper Image Corporation		10/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Prolitec, Inc.		
Street Address:	10201 Innovation Drive		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53226		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77033937	AIRQ	
CORRESPONDENCE DATA			
Fax Number:	(414)273-5198		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	414-273-3500		
Email:	astewart@gklaw.com		
Correspondent Name:	Alan R. Stewart; Godfrey & Kahn, S.C.		
Address Line 1:	780 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Alan R. Stewart		
Signature:	/ars/		
Date:	10/10/2007		
Total Attachments: 2 source=prolitec#page1.tif			

CH 77033937 \$40.00

900088963

TRADEMARK
REEL: 003636 FRAME: 0690

**TRADEMARK ASSIGNMENT:
Sharper Image Corporation to Prolitec, Inc.**

THIS TRADEMARK ASSIGNMENT (the "Trademark Assignment"), made as of the 1st day of October, 2007, from Sharper Image Corporation, a corporation organized under the laws of the State of Delaware, having a place of business at 350 The Embarcadero, 6th Floor, San Francisco, California, 94105, (hereinafter referred to as "Assignor"), to Prolitec, Inc., a corporation organized under the laws of the State of Wisconsin, having a place of business at 10201 Innovation Drive, Milwaukee, Wisconsin, 53226 (hereinafter referred to as "Assignee").

WHEREAS, Assignor owns rights, titles, and interest in and to the mark AIRQ, including United States Trademark Application No. 77/033937, and all related common law rights, including the goodwill associated therewith (the "Trademark");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademark and any applications and registrations therefore.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of this Trademark Assignment, Assignor does hereby sell, assign, convey and transfer unto Assignee all of Assignor's right, title, and interest in and to the Trademark, and any applications or registrations therefore, together with the ongoing and existing portion of the business to which the Trademark pertains, and, all common law rights therein, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to apply for trademark registration outside the United States based in whole or in part upon said Trademark, and every priority right that is or may be predicated upon or arise from said Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor hereby represents and warrants that: Assignor owns the Trademark free and clear of all liens and encumbrances and has the right and power to enter into this Trademark Assignment and to assign the Trademark to Assignee as provided herein.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer application for the Trademark to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademark, in accordance with this Trademark Assignment.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other acts reasonably deemed necessary by the Assignee in order to vest all right, title, and interest in and to the Trademark to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, and testify as to the same in any proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Trademark.

This Trademark Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Delaware, without application of choice of law or conflicts of law principles.

